

**BUILDING AND DEVELOPMENT RESTRICTIONS FOR
CANTERBURY FARMS PHASE 2 SUBDIVISION**

Except as otherwise specified herein, each and every subplot in the Canterbury Farms Phase 2 Subdivision located in the township of Hinckley, County of Medina and State of Ohio, shall be conveyed subject to the following restrictive covenants:

1. **RESIDENTIAL USE:** Only one dwelling shall be erected per lot. The dwelling shall be restricted to the use of a single family, their household servants and guests.
2. **NO TRADE , BUSINESS, PROFESSION, ETC:** No trade, business, profession or other type of commercial activity shall be evident to the neighboring sublots or general public.
3. **NO ANIMALS:** No animals with the exception of domestic cats, dogs and other household pets, shall be permitted on the land of this subdivision. No animal of any kind shall be kept, harbored, used or bred on any subplot for commercial purposes or in connection with any business, trade or profession.
4. **LAWN AND LANDSCAPING:** Said landscaping shall be completed in a reasonable time after occupancy, not to exceed nine months.
5. **SPECIFICATIONS AND LOCATION OF BUILDINGS:** In order to insure that the homes and other buildings in this subdivision will preserve a uniformly high standard of construction; no building or other structure shall be erected, placed or remain on any building lot in this subdivision until a set of plans of the working drawings and specifications, including a plot plan showing the location of the buildings or other structures, wall and fences, driveways and poles, property lines and setbacks, is submitted to the owner of the subdivision and/or the homeowners association, and approved by the owner/and/or homeowners association as meeting the requirements of these restrictions. Refusal of approval of the plans and specifications and location by the owner may be based on any ground, including a purely aesthetic grounds which in the sole and uncontrolled discretion of the owner shall be deemed sufficient.

Commencement: Building permits cannot be granted without the written approval of the developer of the subdivision or the homeowners association.

Except for Lot number 29, all dwellings must adhere to the following specifications:

- a. All chimneys that extend above the roof line must be faced with brick or stone.
 - b. All garages shall be affixed to their respective house and shall be such that they open to the side or rear. In the case of corner lots, the front shall be considered the elevation with the longest dimension exclusive of the garage, and said garage is not to open toward any street.
 - c. The site plan is to conform to land contour as much as possible
 - d. All dwelling must have a basement, which is at least 12 course of 12-inch block or its equivalent.
 - e. Pitches of the main rooflines shall not be less than 7/12 degrees.
 - f. All structures shall have their exposed foundations covered with brick or stone to grade.
6. **SETBACK LINES AND SIZE OF BUILDINGS (except for subplot 29):**
- Front - 90 feet from street right-of-way.
Back – 50 feet Sides - 30 feet

Minimum square feet of floor space (not including basement and garage), for a structure with two full floors of living space is, 2800 square feet, for a one and a half story structure, the minimum square feet is 2600, and for a Ranch style home (one level) the minimum will be 2200 square feet.

7. **OUTBUILDINGS:** Must compliment the home architecture including color and material.
8. **VEHICLES AND EQUIPMENT MUST BE ENCLOSED:** No cars, trucks, boats, motor homes, farm implements or other recreational vehicles shall be stored on the property for a period of over seven days, unless they are housed inside a permanent structure.
9. **UTILITIES:** All utilities to dwellings or other structures will be run underground.
10. **SIGNS OR BILLBOARDS:** No nuisance or advertising signs or billboards may be permitted, erected or maintained on any lot herein.
11. **SATELLITE DISH:** No satellite dish for the purpose of television reception, which is over 24 inches in diameter, shall be permitted on any lot herein, in front of the rear line of any structure. If a dish is installed, it shall be properly screened so as not to be seen by any of the adjoining lots or from the street right-of-way.
12. **DRIVEWAYS:** All driveways shall be paved, with concrete, blacktop, or brick at the time of construction or within 12 months after buyer has taken possession of their home. Driveways that exceed 250 ft. in length, shall be required to have only the first 150 ft. paved with any of the above mentioned materials.
13. **WAIVER OF RESTRICTIONS:** The failure of the homeowners association to enforce any building restrictions, or conditions, shall in no way in event be deemed a waiver of the right to enforce these rights.
14. **REMEDIES FOR VIOLATION:** Violation or breach of any condition, restriction, or covenant herein contained by any person or entity, or by virtue of any judicial proceeding shall give the Homeowners Association or individual lot owner of said subdivision in addition to all other remedies, the right to proceed at law to prevent the violation or breach of any restriction or covenant.
15. **INVALIDITY CLAUSE:** Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.
16. **BUILDING:** Every dwelling must be completed within 12 months from beginning of construction.
17. **MODIFICATION:** After Seven years from the recording of this document, these restrictions can be modified by a two-thirds (2/3) majority of the lot owners in the subdivision and said modification if approved by Hinckley Township. These restrictions cannot be canceled or terminated and all lots must comply with zoning requirements of Hinckley Township.
18. **CONFLICT OF RESTRICTIONS:** In the event that these restrictions conflict with the specifications set by Hinckley Township, or Medina County, the more stringent specification will prevail.

19. **GOVERNMENTAL REGULATIONS:** All subplot owners and builders must agree to abide by all governmental agency regulations. There will be no building, dumping or filling in any of the designated wetlands.
20. **SUBDIVIDING LOTS:** No lot in this subdivision shall be subdivided or divided, until the plat showing such proposed subdivision or division shall have been submitted to the developer and the written consent of the developer to such subdivision or division has been obtained. Also, any subdivision of a lot must be approved by Hinckley Township.
21. **GRADING:** The developer reserves the right to establish grades and slopes on the premises in the subdivision and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slopes of each lot, as the improvement thereon is completed, will correspond to the grade of the lots on either side; having due regard for natural contours and drainage of the land.
22. **FENCING:** No fence shall be erected unless a detailed drawing of type and location of proposed fence is submitted to the Homeowners Association and the written consent for such fence is given. In any case no fence for any purpose shall be erected, placed or suffered to remain on any lot nearer to the street or highway upon which the lot faces or abuts than the front building line of the residence. A fence may be erected for the purpose of the protection of a private swimming pool, provided that such pool and fence are located in the rear of the lot and such fence shall not exceed five (5) feet in height. No chain link fence will be permitted. Low stone or masonry walls (excluding concrete block) not higher than four (4) feet above grade can be accepted between the right of way and the building line but must first be approved by the Homeowners Association.
23. **OIL AND GAS WELLS:** Drilling or operating oil or gas wells on land designated for single family lots shall be prohibited. Soils are not permitted to be removed from the development. Mining or extracting any minerals including the removal of sand or gravel shall be prohibited. However, this restriction shall not prohibit the removal of any material in connection with development of the property for permitted uses by the developer.
24. **DEVELOPMENT:** The developer reserves the right for themselves, their agents, employees, successors and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property, including but not limited to the completion of any filling, grading or installation of drainage facilities. Entry unto said property for such purposes shall not be deemed a trespass.
25. **HOMEOWNERS ASSOCIATION:** A Canterbury Farms (Phase I & Phase II) Homeowners Association will be formed and every owner of a subplot in phase 2 with the exception of subplot 29, shall be a member of the Association. Membership shall be appurtenant, and may not be separated from ownership of any subplot. The transfer of a subplot shall automatically transfer membership to the transferee. Members shall have all such rights, and obligations as are set forth in these restrictions and the Association.